



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-088979-24

In the matter of: Basement, 1813 SPRUCE HILL RD
PICKERING ON L1V1S5

Between: Samed Seyhun Tenant

And

Mengying Ding Landlord
Mike Mehrdad Arabi

Samed Seyhun (the 'Tenant') applied for an order determining that Mengying Ding and Mike Mehrdad Arabi (the 'Landlords') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on January 22, 2026 at 09:00 am.

Only the Tenant attended the hearing.

As of 09:30 am, the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. The tenancy commenced on October 1, 2024 and the Tenant vacated on January 1, 2025.
2. The rental unit consisted of a two-bedroom, one bathroom apartment.
3. The lawful rent at time the Tenant vacated was \$2,000.00.
4. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application:
5. Therefore, the Landlord must pay to the Tenant \$2,000.00.
6. It was the Tenant's uncontested testimony and evidence, namely pictures and text messages, entered in evidence, that at the commencement of the tenancy they identified several maintenance issues to the Landlord including an exposed septic hole in the second bedroom.

7. It was also the Tenant's testimony that despite promises to address all the issues identified, the septic hole never was fixed, resulting in noxious fumes, preventing use of the second bedroom and the Tenant vacating the unit.

Remedies sought

8. Pursuant to the Tenant's application the remedies sought are:
 - a. Termination of the tenancy effective January 1, 2025; and
 - b. Abatement of rent totalling \$2,000.00.

Analysis

9. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
10. In this case, based on the uncontested testimony and evidence, I am satisfied the Tenant has proven that by failing to address the exposed septic hole, despite being informed on October 20, 2024, pursuant to the text message entered, the Landlord's response was unreasonable, constitutes a breach of subsection 20(1) of the *Residential Tenancies Act, 2006* (the "Act") and therefore failed to comply with health, safety, housing or maintenance standards.

Remedies

11. Given the uncontested testimony and evidence that the noxious fumes went unchecked or resolved for a period of three months I am satisfied as to the necessity for the Tenant to vacate the rental unit. Therefore, the tenancy will end on January 1, 2025.
12. Furthermore, given that it was uncontested that the Tenant continued to pay the rent, despite the septic hole not being addressed, I find that a rent abatement of \$2,000.00 is appropriate in the circumstances.

It is ordered that:

1. The tenancy is terminated January 1, 2025, the date the Tenant vacated the rental unit.
2. The Landlord shall also pay the Tenant is \$2,000.00. This amount represents:
 - \$2,000.00 for a rent abatement for the period ending December 31, 2024.
3. The Landlord shall pay the Tenant the full amount owing by February 10, 2026.

4. If the Landlord does not pay the Tenant the full amount owing by February 10, 2026, the Landlord will owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Kelly Delaney
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.